

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In Re: Joseph Boerckel Samantha Daly Debtor(s)	Chapter: 13 Bankruptcy Case: 18-10355-jkf Judge: FITZSIMON, JEAN K.
Quicken Loans Inc. Creditor/Movant v. Joseph Boerckel Samantha Daly Debtor(s)	

ORDER APPROVING STIPULATION/CONSENT ORDER

AND NOW, this _____ day of _____, 2020, upon consideration of the Stipulation between Debtor and Quicken Loans Inc., it is hereby ORDERED and DECREED that the Stipulation is APPROVED and made an Order of the Court.

BY THE COURT:

UNITED STATES BANKRUPTCY JUDGE

STERN & EISENBERG, PC
1581 MAIN STREET, SUITE 200
THE SHOPS AT VALLEY SQUARE
WARRINGTON, PA 18976
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(COUNSEL FOR MOVANT)

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**CONSENT ORDER/STIPULATION
SETTLING MOTION FOR RELIEF FROM AUTOMATIC STAY**

AND NOW, this _____ day of _____, 2020, upon the Motion of Quicken Loans Inc., through its Counsel, Stern & Eisenberg PC, under 11 U.S.C. § 362(d) for relief from the automatic stay as to Debtor's real property located at **1011 Cobbs St, Drexel Hill, PA 19026** (hereinafter, the "Property"), and the parties agreeing to the entry of the Order settling the Motion for Relief and for cause shown, it is hereby ORDERED AND DECREED as follows:

1. As of the signing of this Order, Joseph Boerckel and Samantha Daly (hereinafter, "Debtor") acknowledges that Debtor is current for post-petition regular monthly payments and will be due for March 1, 2020.
2. Debtor agrees to continue making the regular monthly mortgage payments, and further agrees to remain current on all monthly mortgage payments (currently due for March 1, 2020 in the amount of \$1,371.56/monthly. In the event the regular monthly payment changes for any reason, then the amount due pursuant to this paragraph 2 shall be adjusted accordingly.
3. Payment(s) due in accordance with this Consent Order/Stipulation shall be due on or before the *1st* of each month.
4. All payments due to Quicken Loans Inc. from Debtor are to be made directly to Quicken Loans Inc. at 635 Woodward Avenue, Detroit, MI 48226, making sure that Creditor's loan number appears on all payments.
5. In the event Debtor fails to make any of the payments set forth hereinabove (or payments for real estate taxes and/or hazard insurance when due) on or before their due dates, Quicken Loans Inc. and/or Counsel may give Debtor and Debtor's counsel notice of the default.

6. If any such default is not cured within ten (10) days of said notice of the default, upon certification to the court of such default, and request for Order, with a copy to Debtor and Debtor's counsel, Quicken Loans Inc. shall immediately have relief from the bankruptcy stay.

7. Debtor shall pay \$100.00 for each Notice of Default issued by Quicken Loans Inc. as a result of Debtor's failure to make payments in accordance with this Order.

8. The failure by Quicken Loans Inc., at any time, to file a Certification of Default upon default by Debtor shall not be construed, nor shall such failure act, as a waiver of any of Quicken Loans Inc.'s rights hereunder.

9. Upon issuance of the aforesaid Order, the parties hereto further agree that Quicken Loans Inc. (and any assignee/successor-in-interest) may proceed in state court to exercise all rights and remedies available to it as a mortgagee and creditor under state and federal law including, but not limited to, the initiation of and continuation of foreclosure and execution process through sheriff's sale concerning the Property and ejection thereafter.

10. In the event Debtor converts to a bankruptcy under Chapter 7 of the Bankruptcy Code, Debtor shall pay all pre-petition arrears and post-petition arrears within ten (10) days from the date that the case is converted. If Debtor fails to make payment in accordance with this paragraph then Quicken Loans Inc., through Counsel, may file a certification setting forth said failure and Quicken Loans Inc. shall be granted immediate relief from the automatic stay.

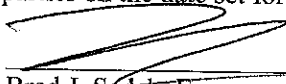
11. It is further agreed that the 14-day stay provided by Rule 4001(a)(3) is hereby waived. In the event an order granting relief is entered then the requirements of 3002.1 shall NOT apply to Quicken Loans Inc.

12. Facsimile signatures shall be as valid as original signatures and this Consent Order/Stipulation may be signed in counterparts.

By signing this Stipulation/Consent Order, Debtor's Counsel represents that Debtor is familiar with and understand the terms of the Stipulation/Consent Order and agree to said terms regardless of whether Debtor has actually signed said stipulation. Seen and agreed by the parties on the date set forth below:

/s/Daniel P. Jones

Daniel P. Jones, Esq.
Stern & Eisenberg, PC
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Warrington, PA 18976
Telephone: (215) 572-8111
djones@sterneisenberg.com
Counsel for Creditor
Date: February 13, 2020


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Counsel for Debtor(s)

Date:

/s/Polly A. Langdon

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2901 St. Lawrence Ave., Suite 100
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